

Exhibit H



The NutraSweet Company

3731B

AIPS入力済

MEMORANDUM

This Memorandum, made and entered into this 1st day of December, 2003 by and between Ajinomoto Co., Inc., at 15-1, Kyobashi 1-Chome, Chuo-ku, Tokyo 104-8315, Japan ("AJICO") and The NutraSweet Company, at 200 World Trade Center, Merchandise Mart, Suite 936, Chicago, IL 60654, U.S.A. ("NSC"),

WITNESSETH:

WHEREAS, AJICO and NSC and NSC's former parent company, Monsanto Company have previously entered into the Release and License Agreement as of 25th of May, 2000 in the course of AJICO's purchase of Monsanto Company's share in European aspartame operations, which was supplemented and amended by the letter agreement entered into effective May 1, 2002 ("R&L Agreement"), where AJICO has granted a license under certain Patents and Know-How (as defined therein) relating to aspartame production under mutually agreed terms and conditions;

WHEREAS, AJICO and NSC entered into a Memorandum on August 1, 2002 ("2002 Memorandum"), permitting, as an exceptional case to the R&L Agreement, NSC's export of encapsulated aspartame to Comptoir de la Confiserie, Membre Du Group Cadbury Schweppes ("Cadbury") in the Excluded Territory (as defined in the R&L Agreement);

WHEREAS, NSC has requested that AJICO, as an exceptional case to the R&L Agreement, allow NSC to export encapsulated aspartame to an additional customer located in the Excluded Territory; and

WHEREAS, AJICO is willing to accept such NSC's request as part of the further exception AJICO is willing to make to the R&L Agreement, under the terms and conditions set forth hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. Unless otherwise defined in this Agreement, capitalized words used herein have the same meaning as defined in the R&L Agreement.
2. Notwithstanding the provisions of Section 2.3 of the R&L Agreement, AJICO hereby permits NSC's export of Aspartame to the Excluded Territory only to the extent of the following conditions:
 - 1) NSC shall be allowed to export encapsulated Aspartame, directly or indirectly, to its customers (hereinafter referred to as "Customers") in the European Union member countries (hereinafter referred to as "Allowed Countries"); such indirect export may consist of NSC shipping encapsulated Aspartame to warehouse facilities in the Allowed Countries of the Customers so long as such encapsulated Aspartame is only re-shipped to the Customers;

- 2) The Aspartame to be delivered to the Customers from NSC under the permission of AJICO pursuant to the preceding paragraph 1) (hereinafter referred to as "Allowed Export to the Customers") shall only be encapsulated Aspartame manufactured by NSC according to the R&L Agreement intended as an ingredient of chewing gum ("Encapsulated Aspartame"), the specification of which shall be attached hereto as Appendix A;
- 3) No later than fifteen (15) days after the B/L date of each shipment of the Allowed Export to the Customers in the Allowed Countries, NSC shall report to AJICO the detail of such Allowed Export to the Customers by sending a copy of the B/L which clearly indicates the shipped quantity of the Encapsulated Aspartame, shipping origination and destination points (including warehouse facilities as applicable) seller and buyer of any such Encapsulated Aspartame accompanied by a copy of the certificate of analysis of the shipped product for such Allowed Exports to the Customers ("Certificate") or other document which substantiates clearly that any and all of the shipment of the Aspartame made by NSC for such Allowed Exports to the Customers was in the form of the Encapsulated Aspartame ("Certificate" and or any such documents collectively "Substantiation Document"). Copies of both the B/L and the Substantiation Document shall be sent to AJICO by facsimile followed by a confirmation copy of the same by courier.
- 4) NSC shall pay to AJICO US\$1.00 per kg of NSC's Allowed Export to the Customers ("the Shipment Volume") as consideration for the acceptance of the exception to the R&L Agreement by AJICO ("Consideration"). NSC shall make an annual statement of the Shipment Volume, within ninety (90) days after the end of each calendar year commencing on January 1 and ending on December 31 of such year ("Calendar Year"), to be accompanied by payment of the Consideration payable to AJICO pursuant to the preceding sentence no later than April 15th of the following Calendar Year. The aforementioned payment of the Consideration shall be made in United States Dollars by wire transfer to the bank account designated by AJICO. All charges incurred for the remittance of the said payment including but not limited to bank commissions shall be borne by NSC; and
- 5) NSC shall keep true and accurate records, files and books of account in accordance with the generally accepted accounting principles consistently applied in the U.S.A. and containing all the data reasonably required for the computation and verification of the amount of the Consideration. Within ninety (90) days after the end of each Calendar Year, NSC shall prepare and deliver to AJICO a statement certified by the Chief Financial Officer of NSC setting forth the computation and verification of the amount of the Consideration with respect to such Calendar Year.

3. AJICO and NSC agree to terminate the 2002 Memorandum as of the date first above written ("Effective Date"). Any export to Cadbury thereafter and the Consideration regarding thereof, including the consideration to be paid by NSC to AJICO which is already accrued under the 2002 Memorandum for the 2003 Calendar Year, shall be treated and paid pursuant to the provisions of this Memorandum.
4. AJICO shall not make any patent infringement, breach of contract, or other claim against NSC or the Customers on grounds of such NSC's export to the Customers and the Customers' purchase and use of the Encapsulated Aspartame so long as NSC is in

compliance with the terms of this Memorandum.

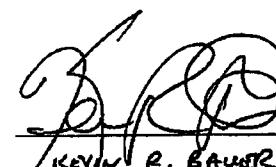
5. AJICO and NSC mutually confirm that, except for the specific permission granted hereunder, all of the terms and conditions of the R&L Agreement shall remain in full force and effect.
6. In the event that NSC shall have breached or defaulted in performance of any of the provisions of this Memorandum or R&L Agreement, including but not limited to NSC's failure to send its correct and detailed report to AJICO pursuant to paragraph 2.4) hereof, and such breach or default shall not have been cured within sixty (60) days after receipt of written notice thereof from AJICO to NSC, AJICO shall have a right to terminate this Agreement as well as R&L Agreement.
7. The term of this Agreement shall commence on the Effective Date, and shall continue full force and effect until December 31, 2004, provided, however, that such term may be extended for each additional one (1) year period on the same terms and conditions by written agreement of the parties hereto no less than three (3) months prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed in duplicate originals by their duly authorized representatives.

Ajinomoto Co., Inc.

The NutraSweet Company

Yasushi Nakata



Robert E. Baum
VICE PRESIDENT



Appendix A

Specification of the Encapsulated Aspartame:





INGREDIENT SPECIFICATIONS

NutraSweet® Custom Encapsulated 20™**FEATURES & BENEFITS**

- Suitable for use in applications that require aspartame to handle significant heat stress, high moisture content and pH stress (outside 3.0-5.0 range).
- Can help open new markets by enabling "reduced sugar" and "no sugar added" product claims for baked goods depending on product formulations.
- Can be easily measured and added to baking mixes and gum bases.

SUGGESTED USES

- Cakes
- Cookies
- Muffins
- Crusts
- Cheesecakes
- Soft confections
- Chewing gum

INGREDIENTS

Hydrogenated cottonseed oil, aspartame (NutraSweet brand sweetener).

KOSHER STATUS

NutraSweet® Custom Encapsulated 20™ is manufactured under the supervision of the Kashruth Division of the Union of Orthodox Jewish Congregation of the Americas and is kosher and pareve.

LABELING

In many countries, regulations require special labeling regarding the presence of aspartame and/or phenylalanine. In the United States, the following statement must appear on the principal display panel (PDP) or on the information panel.

Phenylketonurics: contains phenylalanine

In Canada, the PDP must state that the product contains aspartame and include a statement on any part of the label that aspartame contains phenylalanine with the aspartame content in milligrams per serving.

Regulations of each country should be reviewed to determine its special labeling requirements.

PHYSICAL DESCRIPTION

- An off-white, free flowing to lumpy granular. If lumpy, stir, shake, or sieve the material.
- Melting point of 145°F (63°C).

PRODUCT SPECIFICATIONS

Aspartame:	20% - 23%
Diketopiperazine:	Not more than 0.4%
Heavy Metals (as Pb):	Not more than 10 ppm
Arsenic:	Not more than 3 ppm
Moisture:	Less than 1%
Total Aerobic bacteria:	Less than 250/g
Coliform:	Less than 100 cfu/g
Yeast and mold:	Less than 200 cfu/g
E. Coli:	Less than 0.3 cfu/g
Salmonella:	Negative

STORAGE AND USE

- Store in a dry place at temperatures between 68°F and 77°F (20°C - 25°C).
- Reevaluate product after two years.

USE LEVELS

- 1.0 - 2.0%.
- FDA regulations established a maximum aspartame level of 0.5% (5000 ppm) or 2.5% encapsulated in products prior to baking.

PACKAGING

- 25 kg (55 lbs) fiber drums.
- Drums designed to be stacked no more than five pallets high.

LOT CODING

Example: Lot EN103171

EN = Encapsulated

1 = Year (2001)

03 = Month manufactured (March)

17 = Day of month manufactured

1 = Optional plant code

MORE INFORMATION IS AVAILABLE TO YOU

This bulletin is intended to be general in nature. We are eager to work with you in the development of new products and processes. For additional information about our products, please call 1-800-323-5321 (USA/Canada).



The NutraSweet
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Visit our website at
www.nutrasweet.com

The information contained herein is, to our best knowledge, true and accurate, but all recommendations or suggestions are made without guarantee, since we can neither anticipate nor control the different conditions under which this information and our products are used. Each manufacturer should evaluate the nutrient content of their final products to determine compliance with FDA food labeling regulations when making nutrient claims. Further, The NutraSweet Company disclaims all liability with regard to its customers' infringement of third party patents. We recommend that our customers apply for licenses under any relevant patents. No statement herein or by our employees shall be construed to imply the nonexistence of relevant patents nor as a recommendation or inducement to infringe said patents. It is our policy, however, to assist our customers and to help in the solution of particular problems which may arise in connection with applications of our products.

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TYPICAL NUTRIENT DATA

Nutrient ¹	Per 100 gams
Water (g)	<1%
Protein (g) ²	19.6
L-Phenylalanine (g)	11.2
Fat (g)	80
Saturated (g)	76.9
Monounsaturated (g)	2.6
Polyunsaturated (g)	0.6
Ash (g)	<0.2
Calories (kcal)	792
Carbohydrates (g)	0
Sugar (g)	0
Dietary Fiber (g)	0
Cholesterol (mg)	0
Calcium (mg)	0
Iron (mg)	0
Niacin (mg)	0
Phosphorus (mg)	0
Potassium (mg)	0
Riboflavin (mg)	0
Sodium (mg)	0
Thiamine (mg)	0
Vitamin A (IU)	0
Vitamin C (mg)	0

¹Calculated from standard or analytical data on NutraSweet® brand sweetener and manufacturer's data on hydrogenated cottonseed oil. Zero values are based on knowledge of raw materials used in processing.

²Aspartame is a dipeptide which is digested and metabolized like a simple protein.